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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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TONG MEI INDUSTRIAL, S.A. de C.V.

JUDGE RAKOFF

Plaintiffs,

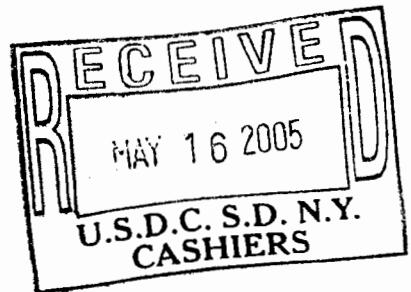
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- against -

M/V MILL her engines, boilers, tackle, etc.;  
SUNRAY SHIPPING, S.A.; and HART  
SHIPPING CORP.

Defendants.

-----X  
COMPLAINT



Plaintiffs, by their attorneys, CASEY & BARNETT, LLC, for their Complaint,  
allege upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.
  
2. Plaintiff, TONG MEI INDUSTRIAL, S.A. de C.V. ("TMI"), is a corporation with a place of business located at Tegucigalpa, Honduras, and is the cargo

consignee and owner of the consignment of steel coils on board the M/V MILL, as more fully described below.

3. Defendant, SUNRAY SHIPPING S.A., is a Panamanian corporation with a place of business located c/o Hart Shipping Corp., 3, Makras Stoas Street, Piraeus, 18539 Greece, was and still is doing business in this jurisdiction directly and/or through an agent and was at all times acting in the capacity of a common carrier and was the owner, charterer, manager, and/or operator of the subject vessel.

4. Defendant, HART SHIPPING CORP., is a foreign corporation with a place of business located at 3, Makras Stoas Street, Piraeus, 18539 Greece, was and still is doing business in this jurisdiction directly and/or through an agent and was at all times acting in the capacity of a common carrier and was the owner, charterer, manager, and/or the operator of the subject vessel.

5. At all material times, the M/V MILL was and is a diesel-powered, oceangoing vessel engaged in the common carriage of cargoes on the high seas and may be within the jurisdiction of this Honorable Court during the pendency of process hereunder.

6. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said

consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

7. On or about April 12, 2004, a consignment consisting of 670 steel coils, then being in good order and condition, were delivered to defendants and the M/V MILL at the port of Yuzhny, Ukraine and Novorossysk, Russia for transportation to San Lorenzo, Honduras in consideration of an agreed freight pursuant to bills of lading numbers 1, 4 and 13A-ANT, dated April 12, 2004 and issued in Miami, Florida.

8. Thereafter, the aforementioned steel coils were loaded aboard the M/V MILL, and the vessel sailed for the intended port of destination.

9. When the vessel arrived at its intended destination, San Lorenzo, Honduras and the cargo discharged, on or about May 16, 2004, it was ascertained that 13 steel coils were found to be missing and / or short-delivered.

10. The damage to the aforementioned consignment did not result from any act or omission on the part of plaintiff or shipper, but to the contrary, was the result in whole or in part, of the negligence and/or fault of defendants and/or the unseaworthiness of the M/V MILL.

11. By reason of the foregoing, plaintiff has sustained damages in a total amount of no less than \$11,000.00, as nearly as presently can be determined, no amount of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action; and
3. That if Defendants cannot be found within this District, then all their property within this District be attached in the amount of \$11,000.00, with interest thereon and costs, the sum sued for in this Complaint;
4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, may issue against said vessel, its engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court will be pleased to pronounce judgment in favor of Plaintiff for its damages as aforesaid, with interest, costs and disbursements, and that the said vessel may be condemned and sold to pay therefore; and,

5. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
May 16, 2005  
228-8

CASEY & BARNETT, LLC  
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